

A Stanley Group Company Engineering, Environmental and Construction Services - Worldwide

February 2, 2006

Mr. James Rhodes Mr. Kirk Brynjulson Rhodes Homes, Arizona, LLC. 2215 Hualapai Mountain Road, Suite H Kingman, AZ 86401

CONFIDENTIAL - NOT FOR DISCLOSURE BEYOND PARTIES LISTED

Dear Jim and Kirk:

Subject: Proposal - Engineering/Surveying Professional Services - Mohave County, Arizona

This letter presents our program for long term Engineering and Survey support for Rhodes Homes' projects in Golden Valley, White Hills and other sites in Mohave County Arizona. Please review the conceptual approaches in this letter and let us know when you would like to meet and discuss the final details of our business partnership and long-term contract.

Stanley Consultants, Inc. has valued our working relationship on Projects in Las Vegas and Mohave County and wishes to establish a long-term business arrangement to assist Rhodes Homes, Arizona to meet its objectives. Stanley Consultants, Inc. is a top world-wide Engineering, Survey and Construction Services Company that is the best positioned firm to service all of Rhodes Homes' needs.

Currently, Stanley has approximately 30 Full-Time Equivalents servicing the project design needs for Rhodes Homes in Arizona. Stanley has also made significant investments in office space, vehicles and equipment to support the overall project. Under a traditional "service for hire" basis, Stanley is prepared to triple our staff and overhead commitment over the time periods shown on the attached schedules. As an alternative, Stanley is prepared to implement a more accelerated program - "Enhanced Design Velocity Commitment", in which we would commit to goals listed in the attached schedules - but basically ramp up our professional staffing levels to approximately 180 FTE's or 6 times the current level!

Depending on the option chosen, the monthly cost commitment for these design/survey services ranges from \$500,000 to \$1,500,000 and a total program cost in excess of \$100 million for the proposed 10 year design period.

Summary of Current Engineering/Survey Contracts

This is to address Iim's request for a summary of our current contracts. To date, Rhodes has executed two major contracts for final engineering and survey services for Golden Valley Ranch. Both contracts are for Lump Sum amounts based on providing one final design for the facilities covered, one set of



construction stakes and limited construction administration services. Additionally, Stanley has tendered two additional major proposals which are pending review by Rhodes Homes These are summarized as follows.

Infrastructure and Mass Grading Contract:

Design Services included:

Golf Course Grading

Grading on 2000 finished lots

Master Traffic Study Master Drainage Study

Arterial Roadway Plans - Aztec Road and West Loop Road.

Wastewater Treatment Planning, Sewer Masterplan and Permitting

25 million gallon per day Wastewater Treatment Plant Water Infrastructure Masterplan and computer model

Two – Water Supply Wells One – Water Storage Tank One set of major off-site pipelines Design Survey for covered facilities

Dry Utility applications and design/construction coordination

Construction Staking for final plans produced above Construction observation (limited) and As-built plans

Fee: \$3.3 million

GVR – Phase 1 Subdivision Plans and Staking:

Design Services included:

Preliminary and Final Plats for 800 finished lots

Technical Drainage Studies for individual Subdivisions

Traffic Study updates for individual Subdivisions

Subdivision Improvement Plans – 3 sets – total of 250 Sheets

Construction Staking for above IP's.

Fee: \$1.4 million

1.0 Million Gallon per Day Wastewater Treatment Plant - Proposal:

Scope and fee for permitting, design and construction management on the permanent 1.0 Million Gallon per Day plant is pending final negotiation/approval.

GVR - Phase 1B Subdivision Plans and Staking - Proposal:

Stanley's proposal for design and staking for 1023 single family lots in Phase 1B was returned to us in January 2006. Rhodes Homes has issued an NTP on these lots but we understand that Rhodes Homes is requesting that these services be included as part of the proposed contract outlined in this letter - as part of a long-term program/pricing structure.



Goals and Objectives for Engineering/Survey Program

Stanley understands Rhodes Homes, Arizona's goals and objectives for the program to include the following:

- Create a series of quality Master Planned Communities in Mohave County Arizona.
- Complete final subdivision engineering and record Final Plats at an increasing rate in order to 1) lock in final development & construction approvals, 2) assure permanent rights to groundwater resources and 3) provide continuous levels of inventory for residential and commercial end-users.
- Complete Masterplans on each major land holding to address long term solutions to water, wastewater, drainage, traffic and other development concerns.
- Complete backbone infrastructure Engineering and Facility Construction in advance of needs from residential and commercial end-users.
- Complete grading plans in a manner that will allow performance of continuous grading operations to leverage the abilities of Rhodes' sister company Pinnacle Grading
- Remain flexible in land use planning and final lot configurations in order to address changing market and regulatory changes.
- Develop a working partnership with an Engineering/Survey/CM firm that is responsive to Rhodes Homes' needs and is committed to a long term business venture.

Scope of Services for Engineering and Survey Services

This proposal is intended to establish firm costing for Single Family Residential lots and budgetary costs for special projects such as multi-family, commercial and other land uses plus backbone infrastructure projects. Stanley would propose a firm cost for engineering/survey services on the special projects once a definitive site plan was established for each project.

This cost proposal is intended to cover the approved Master Planned areas of Golden Valley Ranch, Villages at White Hills, Peacock Highlands, and Peacock Vistas. Subsequent cost proposals for other master planned areas or outlying land holdings (e.g. Golden Valley Parcels outside of GVR) would be provided as supplemental services.

While specific scopes of services are described more fully in the attachments to this proposal or will be developed prior to final contracting, a brief summary follows:

1. Single Family Residential Lots:

From architectural site plans – design final Engineered Site plans



Preliminary Plats and final lot closure calculations
Precise grading plans and separate permit/construction package for grading
Grading construction stakes
Zoning applications
Drainage and Traffic Studies and updates as needed
SWPPP's
Final Plats
Subdivision Improvement/Construction Plans
Quantity/bond estimates
Construction Stakes for one set of stakes from approved plans.

2. Multi-family, Commercial and Special Uses:

Civil site improvement plans and studies – based on architectural building site plans. Construction staking for Civil Site plans.

3 Backbone Infrastructure:

Complete Improvement Plans, staking and permitting support for major infrastructure projects. Budgetary pricing as listed based on existing Engineering Reports.

For Golden Valley Ranch the following major projects were identified:

Water Wells – 14 additional of a total of 16 required to service the initial 5800 acres. Water Storage tanks – 15 additional of a total of 16 for the initial 5800 acres. Off-site water and sewer pipelines – approximately 40 miles. Water Treatment Plants – not included – no need expected. Wastewater Plants – Costed for the 1.0 MGD plant plus first 7 MGD of a Regional Plant Drainage Improvements – Subject to Army Corps of Engineers 404 permits. On-site major Arterial Roadways – 135,000 lf. Varies from 2 to 6 lanes. In 39 segments.

Traditional Design Approach – Capacity and Velocity – Option A

This option follows the traditional approach to procurement of professional engineering and surveying services. The approach, terms and conditions would essentially follow those contracts in place between Rhodes Homes and Stanley Consultants.

Service delivery (in terms of finished lots) is outlined in the attached matrix – Exhibit A. Infrastructure design would be at a pace to sustain the occupancy of the finished lots.

Due to the presumed risk allocation model for option A (addressed in detail below) and market forces; Stanley's commitment to increased velocities in finished lots is limited to our ability to assimilate trained staff, support facilities and to mitigate project risk.



Under Option A, Stanley proposes to expand its staff in Kingman and Las Vegas – as well as draw on Corporate resources in other existing Stanley offices. The primary funding mechanism and risk for these efforts rests on Stanley Consultants.

Enhanced Design Commitment - Capacity and Velocity - Option B

This option pursues a path of maximizing the velocity of completing finished lots while undertaking the risks and rewards of harnessing worldwide engineering and survey resources. Service delivery (in terms of finished lots) is outlined in the attached matrix – Exhibit B. Infrastructure design would be at a pace to sustain the occupancy of the finished lots.

Strategies and tactics that would be considered include:

- Enhance recruiting, training and retention programs for technical staff National in scope.
- Creation of large scale design centers dedicated to the projects.
- Implement programs using off-shore technical resources (India, China, and/or The Philippines).
- Use domestic engineering firms as sub-consultants.
- Explore cost/benefits of an Engineering firm acquisition primarily for benefit of Mohave Projects.

Stanley's India Subsidiary Option

Stanley Consultants currently has a wholly owned subsidiary company in India that could offer cost savings to Rhodes Homes. We are prepared to increase the design staff of this office, train Indian professional and technical staff, and assign two or three key staff from the U.S. to do a large portion of the design work. This approach is a better option than "out-sourcing" work to unrelated third party companies since any work done in India by our Indian subsidiary would be performed under our direct supervision and to the same quality standards that our clients expect from us. We are prepared to pass on savings from the design done in the low cost Indian office to Rhodes Homes. If this option is of interest to Rhodes Homes, we will prepare a detailed analysis of the costs of ramping up our Indian office to perform services on this project and separately negotiate rates per lot with you.

Risk Allocations

We understand the various risks on a project such as Mohave County include:

Financial Risk:

The risk to Stanley of not being paid for services rendered in accordance with our contract. Stanley will not accept financial risk on this project and will require financial security to proceed with the project. Items to be included and considered are 1) financial due diligence on CSFB financing package, 2) letters of credit, 3) escrows with automatic draws, 4) strict credit limits or 5) alternate financial security.



Business Risk:

The risk that a business can not execute its obligations or goals in the project venture. Stanley, as a professional services firm, accepts the reasonable risk for delivering the agreed upon services for the agreed upon price. Changed conditions beyond Stanley's internal execution and management control would be considered grounds for negotiation.

Market Risk:

The risk that market forces (sales of lots, price of land, competing builders, etc...) causes a change to the program or the schedule of executing the agreed services. Under Option A, Stanley is accepting a large degree of market risk and is mitigating that risk by limiting our commitment to staff and facilities. Under Option B, more of the market risk would be allocated to Rhodes Homes with a corresponding benefit to Rhodes Homes of greater velocity in completing finished lots.

Regulatory Risk:

Regulatory risk addresses the issue of changing governmental regulations that could impact the form of the services to be delivered and/or the schedule for delivering those services. Stanley is not in a position to accept the risk of changed or new agency regulations.

Construction Risk:

This is the risk associated BOTH with early construction (prior to final plan approval) AND execution of Construction Tasks. Construction risk is allocated to Rhodes Homes and its General Contractors. Notwithstanding Stanley's liability for insurable risks due to negligent designs or staking, Rhodes Homes assumes the full risk of additional costs for revised construction, re-staking, or revised designs. Stanley Consultants will accept the risk for errors in construction staking below the "standard of care" based on plans instructed by Client to be used for early construction. Stanley is not liable for construction costs or re-staking due to changes required to achieve agency approval of plans or Client requested changes. Paramount in reducing construction risk for all parties is the presumption that the Owner – Rhodes Homes, Arizona will provide for full time construction management (either directly or by hired consultant) for all project construction programs.

Cost Proposal

Cost proposals for both Option A and Option B are listed in the attached Exhibit – C.

Details for the Single Family Residential cost proposal (on a per lot basis) are attached as Exhibit D.

Assumptions Forming Basis for Cost Proposal:

- 1 Subdivisions will typically be released in 40-acre increments or greater with average densities of 6 du/acre.
- 2. Costs to update contour data from the current 2 foot interval to 1 foot will be an extra service.



- 3 Grading plans will typically precede final subdivision improvement plans as a separate plan set and permit submittal.
- 4. Costs for per lot subdivision work excludes major infrastructure which may traverse the subject subdivision.
- 5. Normally reimbursable expenses (blueprinting, copying, travel) are not included in cost proposals. They will be invoiced as incurred or an allowance will need to be added to the cost proposals

Additional Special Terms and Conditions

Term:

The proposed contract will be for an initial 5-year period. On the fourth anniversary date of the contract – negotiations will commence in good faith by both parties to reach terms for a modified contract for an additional period of time.

Termination Rights:

Due to the start-up, mobilization and other initial sunk costs, there can be only very limited termination rights for this contract. Such rights would be limited to a Breach of Contract.

In so much as a Breach of Contract is alleged, alleging Party shall provide Constructive Notice to other Party and allow a reasonable amount of time for opposing Party to rectify the alleged Breach

In the event of a termination of the Contract – the Client will be obligated to pay the Consultant an early termination fee. Such fee to be on a declining basis (sliding scale based on year of the contract) to reflect the un-recovered start-up costs, impact, and lost profits to the Consultant.

Confidentiality:

Consultant will treat the services being performed under this contract confidentially and will agree to reexecute the project confidentiality agreements.

Client will agree to sign a confidentiality agreement protecting the confidentiality of the Contract Terms and of Consultants methods and means of project delivery.

Exclusivity:

Consultant: In so as Consultant is achieving the design velocities attached herein, or is not due to events and activities outside the Consultant's direct control and influence; Consultant shall be free to offer professional services to other Clients without limitation

Client: Client shall remain free to hire supplemental consultants to achieve their project goals – in so much as the scope of services for such additional consultants is not contained in the Scope of Services listed here in this Proposal.



No Solicitation:

Both parties are barred from soliciting employees of the other Party to leave the employ of that Party or be employed by itself. Such solicitation is barred whether it is direct by employees of that Party or indirect by recruiting or staffing firms or other individual.

Both Parties shall be prohibited from employing individuals employed by the other party within 12 months of leaving the employ of the first Party.

Any violations of this No Solicitation clause will be subject to substantial financial penalty set at a level to reflect actual, compensatory, and punitive damages for such action. A rate for this penalty will be agreed to by both Parties in the final contract form.

Construction Management Services:

Due to the highly complex nature and desired velocity of the projects in Mohave County, a Construction Management function and point of contact must be established for the project. Consultant will consider the following alternatives of adequate Construction Management as acceptable to meeting this Special Condition.

- Rhodes Homes staff personnel identified by name as responsible for project CM.
- Third Party Construction Manager identified and retained by Rhodes Homes.
- Expansion of Scope for Stanley Consultants to provide Construction Management services.

Escalation and Cost Adjustments:

On the annual anniversary of the Contract, Consultant is entitled to an annual adjustment in its base fee for services equal to the percent amount of increase contained in Consultant's published Standard Rate Sheets. Such Rate Sheets which are published on an annual basis.

Consultant may apply for cost increase adjustments due to changed Regulatory Agency Requirements. Such adjustment will be negotiated in good faith by both parties.

Additional Services

To the extent that the Client requests additional services beyond the scope of services in the final Contract and work orders – Consultant will work in good faith to negotiate a mutually agreeable cost and schedule for providing the requested services. Consultant shall not be obligated to perform services without a written order from the Client and Client shall adjust any schedule issues on the "base contract services" to reflect the time and resource needs for the additional requested services.

Minimum Revenue Streams:

In order to compensate the Consultant for significant commitments of staff and overhead resources — Each Option requires a minimum level of monthly revenue. Such minimums are required to have staff in a "standby" condition in order to respond to: accelerated schedule requests, extra task orders, project



delays due to regulatory review, and/or delays due to Client driven decision processes. Such minimums are listed on the attached Cost Proposals. To the extent that minimum monthly revenue streams are not met by normal execution of contract deliverables – Consultant is entitled to invoice for the difference and Client is obligated for payment of same. Such aggregation of "under-utilization" costs shall be summed and additive to the total contract amount.

Option B – Enhanced Design Velocity Commitment Fee:

In order to affect the desired velocities in finished lots and implement the risk allocation model associated with Option B – Enhanced Design Velocity Commitment; Stanley Consultants will require a monthly Project Commitment Fee to off-set some of the additional overhead costs and risk factors. Such fee would be set per the attached schedule and would be used to offset recruiting, training, retention and administration costs associated with exponentially growing a support organization and/or use of off-shore design services.

Special Notices to Proceed:

Upon signing of a final Master Contract for these Services contained herein, Client shall immediately (within 3 working days) issue a Notice To Proceed to Consultant for the design of at least an additional 1600 finished lots in Golden Valley Ranch AND, within 10 working days, issue the first 500 lots for grading in the Villages at White Hills. Such Notices to Proceed shall be issued no later than March 31, 2006 or the delivery schedules will be subject to adjustment.

Again, Stanley thanks Rhodes Homes, Arizona for the opportunity to service your needs and looks forward to a great long term project.

Together, Rhodes Homes and Stanley Consultants can move mountains in Mohave!

Sincerely,

Stanley Consultants, Inc.

David J. Frohnen

Vice President - Manager, Las Vegas Office

cc: Gregs Thomopulos

Rick Smith

Henry Marquard

Dick Mettee

Mike Hunzinger

Shawn Fleming

Stanley - Project Team Management Members

Exhibit A - Mohave County Master Planned Communities

Rhodes Homes, Arizona - Stanley Consultants, Inc.

Projected Finished Lot Recordations Option A - Traditional Engineering and Mapping

(Includes Land Holdings within approved Area Plans as of 1-18-06 only)

TOTAL FINISHED LOTS MAPPED

	Golden Valley Ranch	Villages at White Hills	Other MPC - PH,PV	TOTAL
Total Dwelling Units Planned	27,000	20,042	59,026	106,068
SFR Units	22,000	13,000	36,000	71,000
Recording Year:				
2006	800	0	0	800
2007	1,600	500	0	2,100
2008	2,000	1,000	500	3,500
2009	2,500	1,500	1,000	5,000
2010	2,500	1,500	1,000	5,000
2011	2,500	1,500	1,000	5,000
2012	2,500	1,500	1,000	5,000
2013	2,500	1,500	1,000	5,000
2014	2,000	1,500	1,500	5,000
2015	2,000	1,500	1,500	5,000
2016	1,100	1,000	2,900	5,000
2017	0	0	5,000	5,000
2018			5,000	5,000
2019			5,000	5,000
2020			5,000	5,000
2021			3,000	3,000
2022			1,600	1,600
Total Lots by Stanley:	22,000	13,000	36,000	71,000

Notes:

Generally, the schedule for Graded Lots is 1 year ahead of the schedule listed above for Finished/Recorded Lots Multifamily Dwelling Units Not included - addressed on Project by Project Basis.

10 year period for ADWR Letter of Water Adequacy ends 2016 for GVR and WH and 2017 for others The option of "Designation" by Water Company would remove the 10 year recordation constraint

Exhibit B - Mohave County Master Planned Communities

Rhodes Homes, Arizona - Stanley Consultants, Inc.

Projected Finished Lot Recordations Option B - Enhanced Design Velocity Commitment

(Includes Land Holdings within approved Area Plans as of 1-18-06 only)

TOTAL FINISHED LOTS MAPPED

	Golden Valley Ranch	Villages at White Hills	Other MPC - PH,PV	TOTAL
Total Dwelling Units Planned	27,000	20,042	59,026	106,068
SFR Units	22,000	13,000	36,000	71,000
Recording Year:				
2006	800	0	0	800
2007	1,600	500	0	2,100
2008	2,000	1,500	500	4,000
2009	2,500	2,500	1,000	6,000
2010	2,500	2,500	2,000	7,000
2011	2,500	2,500	3,000	8,000
2012	2,500	2,500	4,000	9,000
2013	2,500	1,000	5,500	9,000
2014	2,000	0	6,000	8,000
2015	2,000	0	5,000	7,000
2016	1,100	0	5,000	6,100
2017	0	0	4,000	4,000
2018	0	0	0	0
Total Lots by Stanley:	22,000	13,000	36,000	71,000
Total Lots by Otaliney.	22,000	15,000	30,000	11,000

Notes:

Generally, the schedule for Graded Lots is 1 year ahead of the schedule listed above for Finished/Recorded Lots.

Multifamily Dwelling Units Not included - addressed on Project by Project Basis.

10 year period for ADWR Letter of Water Adequacy ends 2016 for GVR and WH and 2017 for others

The option of "Designation" by Water Company would remove the 10 year recordation constraint

Exhibit C - Mohave County Master Planned Communities

Rhodes Homes, Arizona - Stanley Consultants, Inc.

Cost Proposal - Engineering and Surveying Services (Confidential Information - Not for Disclosure)

	Option A Traditional Engineering	Option B Enhanced Design Commitment
Subdivision - Per Lot Cost Proposal		
Grading Plans Studies, Site Plans & Grade Stakes	\$450	\$450
Subdivision IP's, Mapping and Construction Staking	\$1,480	\$1,480
Budgetary Program Costs:		
GVR - SFR (22,000 units less 800 under contract)	\$40,916,000	\$40,916,000
GVR - Multi and Non-Residential (500 acres approx)	\$7,500,000	\$7,500,000
GVR - Major Civil Infrastructure	<u>\$21,400,000</u>	<u>\$21,400,000</u>
GVR - Total Engr/Survey Design Budget	\$69,816,000	\$69,816,000
White Hills - SFR (13,000 dwelling units)	\$25,090,000	\$25,090,000
White Hills - Multi and Non-Residential (300 acres approx.)	\$4,500 000	\$4,500,000
White Hills - Major Civil Infrastructure	<u>\$16,000,000</u>	<u>\$16,000,000</u>
White Hills - Total Engr/Survey Design Budget	\$45,590,000	\$45,590,000
Peacock Highlands and Peacock Vistas - SFR (36,000 units)	\$ 6 9,480,000	\$69,480,000
Peacock H&V's - Multi and Non-Residential (1000 acres approx)	\$14,000,000	\$14,000,000
Peacock H&V's - Major Civil Infrastructure	\$44,000,000	<u>\$44,000,000</u>
Peacock H & V's - Total Engr/Survey Design Budget	\$127,480,000	\$127,480,000
Enhanced Design Velocity Commitment Fee	\$0	\$59,000/month
Minimum Monthly Revenue/Cost	\$295,000	\$985,000

Notes:

All Costs Quoted in U.S. Dollars - 2006 Initial Pricing and commitment is void after 60 days of receipt. Special terms and Conditions apply to this Cost Proposal - see text

DJF 1-31-06

EXHIBIT D – Mohave County Master Planned Communities

RHODES HOMES ARIZONA GOLDEN VALLEY RANCH, WHITE HILLS, PEACOCK HIGHLANDS/VISTAS ENGINEERING & SURVEYING FEES: SCI 1/31/06

Assumptions:

- 1 Consultant Costs based upon development phase/subdivision containing 40 acres with an average density of 6 units/acre
- 2 Existing 2 foot contour aerial topographic information will be utilized.
- 3. Mass Grading plans will precede Improvement plans as a separate plan set.
- 4. Offsite infrastructure has been designed or concurrently being designed.
- 5. Storm drain detention provided for in item # 4 or open space available onsite.
- 6. Estimate excludes the design of major infrastructure which may traverse the site.
- 7. Fee estimate subject to escalating costs increases.
- 8. Reimbursable costs not included
- 9. Construction Management and As-built Services are excluded.
- 10. Based on 5 year contract renewable.

MASS GRADING PLANS

MASS GRADING LEADS			
	Cost / Lot	<u>Subtotal</u>	<u>Total</u>
Preliminary Engineering Services		_	
Engineered Site Plans	\$ 25		
Drainage Study	\$ 65		
Storm Water Prevention Plan	\$ 10		
		\$100	
Survey Mapping Services		<u> </u>	
Horizontal Lot Closures	\$ 75		
	·	\$ 75	
Final Engineering Services			
Precise Lot Grading	\$160		
Earthwork Calculations	\$ 15		
	* ""	<u>\$175</u>	
Construction Staking Services			
Rough Grading	\$100		
110 ugii Oruumg	Ψ100	\$100	
		<u> </u>	\$450
SUBDIVISION IMPROVEMENT PLANS			<u>\$450</u>
SUBDIVISION IMIROVEMENT TEAMS			
Preliminary Engineering Services			
Zoning	\$ 65		
Technical Drainage Study	\$ 45		
Traffic Study Update	\$ 35		
Storm Water Prevention Plan	\$ 10		
		\$155	
		-Terrane	

Survey Mapping Services			
Preliminary Plat	\$ 30		
Final Plat	\$ 45		
		\$ 75	
Final Engineering Services			
Utility Plans	\$ 45		
Utility Modeling Analysis	\$ 15		
Improvement Plans	\$550		
Quantity and Bonding Cost Estimates	\$ 15		
Meetings, Processing, Schedules	\$ 75		
		\$700	
Construction Staking Services			
Field Staking for Improvements	\$550		
		\$550	
			\$1480

Exclusions:

Services rendered outside this scope of services will be performed on a Time and Materials basis at the rates shown on Standard Charge Rate Fee Schedule published and effective as of the date of the services. The Consultant shall not conduct additional services without prior written authorization from the Client. The following is a partial list of the exclusions applicable to the included Scope of Services.

- Revisions to plans under design due to a change in information or design requirements provided Consultant by others (Client, Client's other Consultants, regulatory agencies' policy changes in standards)
- Dry Utility Designs and Coordination (power, gas, telephone, cable) (other than listed herein)
- Landscape Plans and Irrigation Plans
- Acquisition of off-site easements
- Traffic Signal Plans
- Sales Model Complex Plans
- Lot Fit Analysis, Plot Plans, Block Wall Plans
- Soils/Geotechnical consulting, pavement sections designs, and subdrainage systems
- Potholing
- Hydraulic Flow Tests and calculations will be performed by others if required
- Analysis of water and sewer systems serving areas adjacent to the proposed Project, i.e., the preparation of regional or subregional analysis is not included
- Channel Design
- Structural calculations and/or designs are not included, i.e., retaining walls, buildings, drainage structures, etc.
- Entitlement services (other than those specifically listed)
- Lot line adjustments, EIR applications
- Planning exhibits, land use applications, and/or overlays (except as noted)
- FEMA submittals and/or coordination (except as noted)
- New conditions as a result of new zoning
- Utility Easements other than specifically identified herein
- Retaining/screen wall design and specifications
- Legal Descriptions and Exhibits other than specifically identified herein
- Off-Site Street Improvements other than specifically listed herein

- Vacations or dedications other than those listed herein
- Field Engineering/Construction Administration services
 Hardscape and landscape plans
 Form Board/Finish Floor Certification

- Screen Wall Staking